

# PENDLETON COUNTY FISCAL COURT

August Term, August 11, 2009

COURT MET PURSUANT TO ADJOURNMENT  
With  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

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MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacey Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by Squire Veirs, Pledge Allegiance lead by Judge Bertram

## In Re: Agenda

Judge Bertram presented the agenda for this meeting. Whereupon Squire Wells made a motion to accept the agenda as presented, seconded by Squire Whaley, motion carried.

## In Re: Approval of Minutes

Pendleton County Fiscal Court Clerk, Vicky King, presented a written report from the Fiscal Court meeting of July 28, 2009 and the Special Called Fiscal Court meeting of August 5, 2009. Squire Veirs made a motion to approve both sets of minutes as presented, seconded by Squire Fogle, motion carried.

## In Re: Presentation of the Treasurer's Report

Pendleton county Treasurer, Vicky King submitted a written report for the month of July 2009. This report was submitted for review, final determination to be made at the next regular Fiscal Court meeting.

## In Re: Approval of Northern Pendleton Budget Amendment

This item was not addressed at this meeting.

## In Re: Approval of North Key Contract

Judge Bertram presented the court with a copy of the current Fiscal Year contract with North Key to provide Mental Health Services to the county. After discussing this contract Squire Whaley made a motion to accept the contract as presented, seconded by Squire Veirs, motion carried.

### **NORTH KEY CONTRACT**

This contract is made and entered into as of the 1<sup>st</sup> day of July, 2009, by and between Pendleton County, located at 233 Main Street, Falmouth, Kentucky ("Pendleton County"), and North Key Community Care, Inc., a Mental Health Provider having an office at 502 Farrell Drive, Covington, KY 41012-2680 ("NorthKey").

#### **WITNESSETH:**

**WHEREAS**, Pendleton County through a county ordinance passed in May, 1979, wished to have Mental Health and Mental Retardation Health care provided to its citizens; and

**WHEREAS**, Mental Health, Substance Abuse and Mental Retardation services are provided to all areas of The Northern Kentucky Region by and through North Key Community Care; and

**WHEREAS**, under ordinance # 820.01 Pendleton County wishes to contract on a yearly basis with NorthKey to provide the aforementioned services to the citizens of Pendleton County;

**NOW, THEREFORE**, in consideration of the above recitals and the mutual promises and covenants contained herein, the parties agrees as follows:

1. Term

This Agreement shall be for a period of 1 (one) year beginning on July 1, 2009, and expiring at midnight June 30, 2010.

2. NorthKey Services.

a. NorthKey shall provide programs for the citizens of Pendleton Count that may include: therapeutic rehabilitation program, community habilitation program, outpatient services, school-base services, adolescent intensive outpatient, adult foster care services/staffed residence, MRDD support coordination/respite, and any other service that NorthKey and Pendleton County agree upon to be beneficial and financially feasible for the citizens of Pendleton County.

3. Payment for Services

a. Pendleton County agrees to contribute a maximum of \$40,301 of the tax money generated through the county Mental Health Tax to North Key in order to assist North Key in providing outpatient treatment /counseling for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$40,301 to provide this service during the term of this contract.

- b. Pendleton County agrees to contribute a maximum of \$80,603 of the tax money generated through the county Mental Health Tax to NorthKey in order to support the Work Habilitation Program (greenhouse and workshop) and job skills training for individuals with developmental disabilities for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$80,603 to provide this service during the term of this contract.
- c. Pendleton County agrees to contribute a maximum of \$28,560 of the tax money generated through the county Mental Health Tax to NorthKey in order to support school-based outpatient treatment in two schools for the citizens of Pendleton County. It is agreed in this contract that Pendleton County will not contribute any funds in excess of the aforementioned \$28,560 to provide this specific service during the term of this contract.

It is further agreed between the parties that the expected service volume for these specific school-based services ("3, c" above) will generally average between 25 and 40 hours per month during the school year with lesser service demand volume (generally between 5 and 20 hours per month) in June, July and August. During times when school buildings are unavailable, NorthKey may provide client/family services at another site that is mutually agreeable to the client/family and NorthKey staff. Thus, it is anticipated that NorthKey will deliver approximately 400 hours of therapy/counseling services per year in service of item "3, c" above.

NOTE: In service of item "3, c" of this agreement, NorthKey staff will generally be on-site in 2 schools each week for a combined total of between 12 and 16 hours per week during the school year. The specific school sites and schedules for staff presence are to be worked out between NorthKey and school officials. Should additional schools (more than 2) and/or additional hours of presence in the schools (more than 16 per week) be desired by the school system, NorthKey is open to discussion with the County regarding contracting for additional time at a similar rate for services in additional schools or discussion with the schools regarding an option of working out an agreement with them within the parameters and guidelines of NorthKey's usual and customary school-based services arrangements.

Referrals for the specific service (described in "3, c" above) provided to the residents of Pendleton County are to be referred through the Middle School Principal, and/or designee. These services will be delivered in addition to those services covered under section "3, a" above. NorthKey will provide a monthly summary of the services delivered in item "3, c" to the County.

Services delivered under section "3, c" of this agreement will be reviewed by the county, NorthKey and school officials prior to the end of each contract year and before an agreement is made for the subsequent contract year.

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Services may include:

- ✓ school-based outpatient counseling services, including therapeutic group (if deemed an appropriate treatment choice).
- ✓ other service that NorthKey and Pendleton County agree upon to be beneficial and financially feasible for the citizens of Pendleton County under this service agreement.

#### 4. Indemnification

- a. NorthKey shall indemnify and hold Pendleton County harmless from and against any and all claims, demands, liabilities, damages, and expenses connected therewith for injury to persons or damages to property caused by negligence of NorthKey, its agents, servants, or employees. If the indemnification provisions are determined to be inapplicable under this clause, such inapplicability shall not affect either party's right to pursue common law indemnification or contribution claims. This indemnification shall survive and continue in full force and effect, notwithstanding the expiration or termination of this Agreement.

#### 5. Termination

##### A. With Cause

- a. In the event either party engages in an act or omission constituting a material breach of any term or condition of the Agreement, the non-breaching party may, terminate the Agreement pursuant to the following procedure:
  - 1) The non-breaching party shall provide the breaching party with written notice specifying the nature of the breach.
  - 2) The breaching party shall have twenty (20) days following receipt of notice of the breach in which to remedy said breach.
  - 3) If the breaching party fails to take corrective action within the twenty (20) day period, the non-breaching party may terminate this Agreement upon ninety (90) days written notice.

##### B. Early Termination

- b. Notwithstanding, Pendleton may terminate this Agreement prior to the Expiration Date upon the following conditions:
  - 1) Upon thirty (30) days' prior written notice NorthKey; and

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- 2) It is anticipated that the contract payments by Pendleton County will be made in quarterly installments to cover services for the ensuing quarter year (3 months); should termination be effective at any time within a quarter for which payment has been thusly made, NorthKey will promptly reimburse to Pendleton County the unearned amount of any such payment. Said reimbursement will be made assuming thirty (30) day months and the amount determined by multiplying the said quarterly payment by 1.111% and then multiplying that by the remaining days in the quarter.

6. Relationship of the Parties

- a. In the performance of the duties and obligations imposed on each party by this Agreement, it is mutually understood and agreed that NorthKey is at all times acting as an independent contractor with respect to Pendleton County. Pendleton County shall not have any control or direction over the manner, methods or means by which NorthKey performs its work and functions.
- b. Nothing herein shall be construed to require either party to refer any patients to the other party, and no payment or any portion of any payment hereunder is made as an inducement or compensation for referrals of patients or other business between the parties.

7. Choice of Law

This Agreement shall be interpreted according to the laws of the Commonwealth of Kentucky. Pendleton County, Kentucky shall be the sole and exclusive venue for any state court proceeding that may arise out of this Agreement.

8. No Third Party Rights

This Agreement is solely being undertaken for the benefit of the parties and citizens hereto, and is not being entered into for the benefit of any other person or entity, including, but not limited to, any patients and their representatives.

9. Notice

Any notice required or permitted to be given by this Agreement will be in writing and will be deemed given at the time it is deposited in the United States mail, postage prepaid, certified or registered mail, return receipt requested, addressed to the party to whom it is to be given as follows:

Pendleton: Pendleton County Courthouse  
233 Main Street  
Falmouth, Kentucky 41040  
Attn: Henry Bertram, Judge Executive

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NorthKey NorthKey Community Care  
503 Farrell Drive  
Covington, Kentucky 41011  
Attn: Dr. Owen T. Nichols PsyD, MBA

10. Modification

This Agreement may be amended or modified at any time and in all respects, or any provision hereof may be waived, only by an instrument in writing executed by the parties hereto.

11. Entire Agreement

This Agreement constitutes the entire agreement between the parties. There are no agreements, understandings, restrictions, warranties or representations between the parties other than those set forth herein.

12. Partial invalidity

In the event any provision of this Agreement is found to be legally invalid or unenforceable for any reason, all remaining provisions of this Agreement shall remain in full force and effect.

13. Waiver

The failure of either party in one or more instances to insist upon the performance of any of the terms of this Agreement, or to exercise the right or privilege conferred herein, or the waiver of any breach or any term of this Agreement, shall not thereafter be construed as a waiver of such terms, which shall continue in full force as if no such waiver has occurred.

14. Authority

Each individual signing this Agreement on behalf of an entity hereby represents and warrants in his individual capacity that he or she has full authority to do so on behalf of such entity.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed and delivered by their duly authorized representatives, as of the date set forth above.

NorthKey Community Care:

By: \_\_\_\_\_  
Printed Name: Owen T. Nichols PsyD, MBA.  
Title: President/CEO  
Date: \_\_\_\_\_

Pendleton County:

By: \_\_\_\_\_  
Printed Name: Henry Bertram  
Title: Judge/Executive  
Date: \_\_\_\_\_

Attest: \_\_\_\_\_  
Pendleton County Fiscal Court Clerk  
Date: \_\_\_\_\_


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**In Re: Knoxville-Gardenersville Bridge Update**

Judge Bertram ask for motion declaring the damage to this bridge from recent storms an emergency due to safety factors. Judge Bertram will put together a resolution which will allow work to begin on the replacement of this bridge immediately. Squire Whaley made a motion declaring this an emergency, seconded by Squire Veirs, motion carried.

**In Re: Re-Approval of Rural Secondary Program**

Judge Bertram presented the court with a letter from Governor Beshear Regarding the Rural Secondary Funds. Discussion was held regarding this letter and funding for Rural Secondary road repairs. Squire Wells made a motion to approve the RS Program Recommendations as presented, seconded by Squire Fogle, motion carried.

  
COMMONWEALTH OF KENTUCKY  
OFFICE OF THE GOVERNOR

STEVEN L. BESHEAR  
GOVERNOR

700 CAPITOL AVENUE  
SUITE 100  
FRANKFORT, KY 40601  
(502) 564-2811  
FAX: (502) 564-2817

July 31, 2009

The Honorable Henry W. Bertram  
Pendleton County Judge/Executive  
Courthouse Square  
Falmouth, KY 41040

Pendleton County Fiscal Court  
Courthouse Square  
Falmouth, KY 41040

Dear Judge Bertram and Fiscal Court Members:

In recognition of the tremendous needs on Kentucky's county road systems throughout the state, I have asked Transportation Secretary Joe Prather to set aside a portion of the 2010 Rural Secondary Road Fund allotment for the purpose of meeting the most critical of rural highway needs.

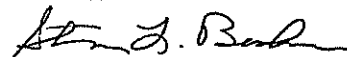
Using existing formulas from the Rural Secondary Allocations and existing pavement conditions, the set aside portion for Pendleton County is \$157,698. Please complete the attached request form and return it to Commissioner B. D. Wilson of Rural and Secondary Roads by August 15, 2009.

You will be able to "flex" these funds to either secondary or county road projects, depending upon the relative need in your particular county. Those projects recommended will be evaluated by the Transportation Cabinet's Department of Highways, and you will receive official notification of the projects that have been approved for funding.

July 31, 2009  
Page 2

This effort to provide flexibility in addressing local road needs in your county is in response to the many requests that have been made to my office asking that we invest more heavily in local roads and my commitment to maintaining a strong local road system. I look forward to working with you in this endeavor.

Sincerely,



Steven L. Beshear

Attachment

1

**PENDLETON COUNTY FISCAL COURT**  
March Term, March 10th, 2009

COURT MET PURSUANT TO ADJOURNMENT

With  
HONORABLE HENRY BERTRAM, COUNTY JUDGE/EXECUTIVE  
Presiding

MEMBERS PRESENT: Bobby Fogle, Gary Veirs, Stacy Wells, Alan Whaley

MEMBERS ABSENT: None

COUNTY ATTORNEY: Jeff Dean

Invocation was given by County Attorney Jeff Dean, Pledge Allegiance led by Judge Bertram.

In Re: Agenda

Judge Bertram presented the agenda for this meeting and ask that it be amended to include item 6A - Kentucky Transportation Rural Secondary Program and Item 13A MOU with Kentucky Department of Fish and Wildlife. Whereupon Squire Wells made a motion to accept the agenda as amended, seconded by Squire Veirs, motion carried.

In Re: Approval of Minutes

Fiscal Court Clerk, Vicki King, submitted a written report from the Fiscal Court meeting of February 24<sup>th</sup>, 2009 to the court. Squire Veirs made a motion to approve the minutes as presented, seconded by Squire Whaley, motion carried.

In Re: Presentation of Treasurer's Report

Pendleton County Treasurer, Vicki King, submitted a written report for the month of February. This report was submitted for review, final determination to be made at the next regular Fiscal Court meeting.

In Re: Kentucky Transportations presentation of Rural Secondary Road Program

Kevin Rust and Michael Platt with the Kentucky Department of Transportation were present to present the projects recommended for Rural Secondary Program. After much discussion it was agreed that the following changes be made to the recommended projects.

- 123,240  
115,753  
116,953  
93,090  
130  
83,920  
120  
293,953
1. Morgan/Hightower Road - KY 3180 2.698 Miles from KY 1053 to KY 1054
  2. Portland/Knoxville Road - KY 467 (Kevin Rust will drive this road to see which area he recommends), Squire Whaley believes that it should be resurfaced from the Grant County Line in, for a distance of 2.0 miles.
  3. Morgan/Marcus Road - KY 330 Pick up where it the resurfacing ended last year and continue for a distance of 2.0 miles.
  4. Old Us 27 Loop #1 - KY 3149 - If there are any remaining funds this road will be resurfaced for a distance of 1.251 miles.

Squire Wells made a motion to approve the Rural Secondary Program with the above changes, seconded by Squire Fogle, motion carried.

312,914  
293,953  
20

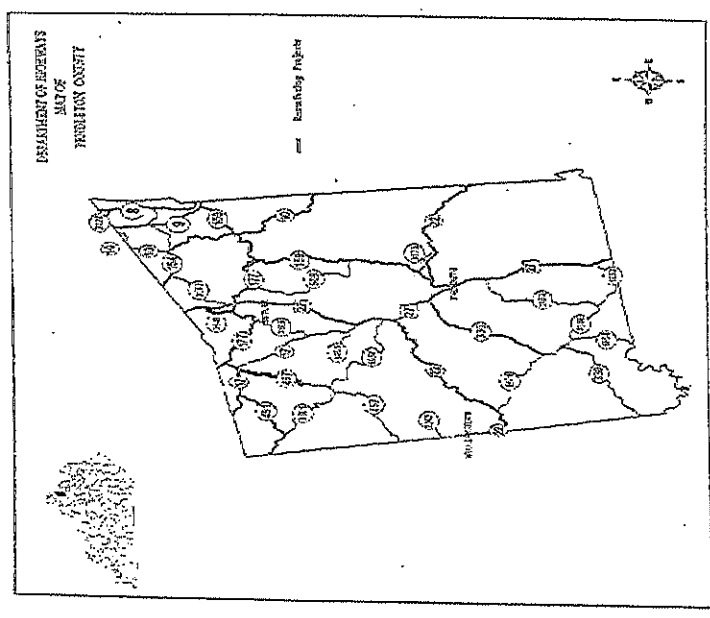
## RS PROGRAM RECOMMENDATIONS

TODAY'S DATE August 7, 2009

RECOMMENDED BY Judge and Magistrates

[illegible]

TRANSPORTATION CABINET									
PROJECTS RECOMMENDED FOR RURAL SECONDARY PROGRAM									
FISCAL YEAR 2009-2010									
PENDLETON COUNTY ALLOTMENT									
ITEM NO.						\$700,000			
1	MAINTENANCE & TRAFFIC					ROAD MILES 100.0 \$400,000			
	TOTAL					\$400,000 \$4,250.00 /mile			
2	UNDISTRIBUTED + FREE BALANCE					-\$16,226			
3	COUNTY JUDGE/EXECUTIVE EXPENSES					\$0,000			
	NO PROGRAM					\$0,000			
						ADT Remaining Amount			
4	PORTLAND/KNOXVILLE ROAD					Resurfacing			
	KY 407	M.P.	LENGTH			\$150,000 407 \$162,000			
	P: KELLY RD	0.000	2.000						
	T: KY 17	0.000	0.000						
5	PLEASANT HILL ROAD					Resurfacing			
	KY 177	M.P.	LENGTH			\$120,000 670 \$52,000			
	P: KY 100	0.000	2.000						
	T: KY 100	2.000	2.000						
6	OLD US 27 LOOP RH					Resurfacing			
	KY 3140	M.P.	LENGTH			\$80,167 683 (\$2,470)			
	P: KY 177	0.000	1.000						
	T: US 27	1.000	1.000						
LENGTH TOTAL (MILES)					8.422				
7	MORGAN/MARCUS ROAD					Resurfacing			
	KY 230	M.P.	LENGTH			\$100,720 340			
	P: RD 4 WEST OF JACKS BRANCH	1.000	2.000						
	T: MARDIN RD SOUTH	2.000	2.000						
8	MORGAN/HIGHTOWER ROAD					Resurfacing			
	KY 3180	M.P.	LENGTH			\$110,000 130			
	P: KY 1003	0.000	2.000						
	T: KY 1004	2.000	2.000						
9	MORGAN/DOFORTH ROAD					Resurfacing			
	KY 1054	M.P.	LENGTH			\$137,000 530			
	P: KY 300	1.000	2.000						
	T: Bishop Lane	0.470	0.470						



TRANSPORTATION CABINET PROJECTS RECOMMENDED FOR RURAL SECONDARY PROGRAM FISCAL YEAR 2009-2010					
PENNINGTON COUNTY ALLOCATION					
1	MAINTENANCE & TRAVEL	ROAD MILES	1100	\$400,000	
2	TOTAL	\$400,000			
3	UNRECOVERED - FREE BALANCE			\$122,440	
4	COUNTY ADMINISTRATIVE EXPENSES			\$3,000	
5	REPAIRS			\$100,000	
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98	REPAIRS			\$100,000	
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100	REPAIRS			\$100,000	

#### In Re: Kentucky Transportation MOA for Final Bridge Payment

Judge Dornan presented a supplemental agreement in the amount of \$21,595 from the Kentucky Transportation Department. This agreement is for the additional state reimbursable funds for the full replacement of a bridge (C26) on Bishop Ridge Road (CR 1150) at Blanket Creek.

00/06/2009 11:39 15028758103

KY CO JUD EXEC ASSOC

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Steven L. Beshear  
Governor

TRANSPORTATION CABINET  
Frankfort, Kentucky 40622  
www.transportation.ky.gov/

Joe Prather  
Secretary

#### QUESTIONS FROM KCJEA/KMCA ROUNDTABLE July 17, 2009

The following questions were submitted at the KCJEA/KMCA Joint Conference to the Department of Rural & Municipal Aid. Please see responses below:

- Can counties contract work done on state RS roads? **NO**
- Can counties do the work themselves? **NO**
- Can the funds be used for strip patching? **NO**
- Can the funds be used for chip & seal on gravel roads? (Initial treatment) **NO**
- Can the funds be used to put binder (asphalt mix) on chip & seal roads? **NO**
- Can the funds be used for other types of projects? (Bridges, Guardrail, Widening) **NO**

To clarify some of your questions regarding the Rural Secondary Funds set aside for county recommendations announced by Governor Beshear, we have the following response:

**These funds shall only be used for hot-mix asphalt resurfacing projects. The work SHALL be done by contractors pre-qualified by the Kentucky Transportation Cabinet only.**

**If work on a state-maintained Rural Secondary Road is recommended, the Kentucky Transportation Cabinet will let it to contract.**

BD Wilson, Commissioner - Department of Rural & Municipal Aid  
Rick Long, Executive Director, Office of Rural & Secondary Roads  
200 Mero Street, Frankfort, KY 40622  
(502) 564-2060



An Equal Opportunity Employer M/F/D



**In Re: Rent on Apartment for Second Ambulance Crew**

Judge Bertram informed the court that a contract will have to be signed with Ms. Bonar for rent on the apartment for the second ambulance crew. This was for information only, no action taken.

**In Re: Recess**

Recess was called at 7:25 PM in order to enter into a Pendleton County Public Properties Corporation meeting.

**In Re: Fiscal Court Called by to Session**

Judge Bertram called this meeting of the Pendleton County Fiscal Court back to session at approximately 7.30 PM.

**In Re: Approve Memorandum of Understanding with AOC concerning Justice Center**

Pendleton County Public Properties Corporation approved the Memorandum of Understanding with the Administrative Office of the Courts as presented.



JOHN D. MINTON, JR.  
CHIEF JUSTICE OF KENTUCKY

COMMONWEALTH OF KENTUCKY  
ADMINISTRATIVE OFFICE OF THE COURTS  
100 MILLCREEK PARK  
FRANKFORT, KENTUCKY 40601  
502-573-2350 OR 800-828-2350

[www.courts.ky.gov](http://www.courts.ky.gov)

July 24, 2009

Hon. Henry W. Bertram  
Pendleton County Judge Executive  
Courthouse Square  
Falmouth, KY 41040

Dear Judge Bertram:

In reviewing our file it was discovered that an Addendum to the MOU between Pendleton County and the Administrative Offices of the Courts had not been executed. The purpose of this Addendum is to make the Public Properties Corporation a party to the MOU. Until the bond debt is retired, the Public Properties Corporation is legally considered the Owner of the Judicial Center. When the debt is retired, title to the property automatically vests in the County. Because the PPC is the Legal Owner of the Property, it is imperative that it become a party to the MOU.

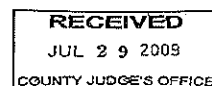
Enclosed with this letter is the Public Properties Corporation Addendum, along with a copy of the MOU between Pendleton County and the AOC. Please sign the addendum and return to your project coordinator.

If you have any questions please feel free to contact me at (502) 573-2350.

Sincerely,

A handwritten signature in cursive script, appearing to read "Vance Mitchell".

Vance Mitchell  
Facilities Manager



**ADDENDUM TO  
MEMORANDUM OF UNDERSTANDING**

**BY AND BETWEEN Pendleton COUNTY AND THE ADMINISTRATIVE OFFICE OF THE COURTS**

**WHEREAS**, the Pendleton County, Kentucky Public Properties Corporation (the "Corporation") has been established pursuant to KRS 58.180 and KRS 273.161 through .390, inclusive, on \_\_\_\_\_ Day of \_\_\_\_\_, 200\_\_.

**WHEREAS**, the Corporation desires to be made a party to the Memorandum of Understanding between the Pendleton County and AOC, entered into on 26th Day of June, 2001.

**NOW, THEREFORE AOC, the County and the Corporation mutually agrees as follows:**

The Corporation shall be bound by the terms, conditions and obligations set forth in the Memorandum of Understanding referenced above.

\_\_\_\_\_  
President Pendleton County Public Properties Corporation      Date

\_\_\_\_\_  
County Judge/ Executive Pendleton County      Date

\_\_\_\_\_  
Laurie Dudgeon, Deputy Director Administrative Office of the Courts      Date

\_\_\_\_\_  
Vance Mitchell, Court Facilities Manager Administrative Office of the Courts      Date

Reviewed:

\_\_\_\_\_  
Carole Henderson, Director of Budget and Policy Administrative Office of the Courts      Date

Examined as to Form and Legality:

\_\_\_\_\_  
Office of General Counsel Administrative Office of the Courts      Date



AOC CONSTRUCTION FILE  
COUNTY: FRANKLIN  
FILE CODE: CP-2  
SUBMITTED BY: 1/14/05  
DATE: 2-8-2005

**Commonwealth of Kentucky  
Court of Justice**

**Judicial Branch Capital Plan  
2002-2008**

**COPY**

**Memorandum Of Understanding**

**Between Pendleton County and the  
Administrative Office Of the Courts**

**MEMORANDUM OF UNDERSTANDING**

WHEREAS, pursuant to KRS 26A.090 to 26A.168, inclusive ("the Act"), the Administrative Office of the Courts ("AOC") is charged with the responsibility of providing facilities for the Court of Justice ("Courts") in each county of the Commonwealth of Kentucky;

WHEREAS, Pendleton County ("County") wishes to provide facilities for the holding of Court in said County;

WHEREAS, the AOC has identified a need for a court facility construction project ("Project") for the County, and has included the Project in the Judicial Branch 2002-2008 Six-Year Capital Plan ("Six-Year Capital Plan");

WHEREAS, the AOC and the County wish to coordinate efforts for the construction of said Project in the most cost effective manner possible;

WHEREAS, pursuant to KRS 26A.160(1), 26A.160, the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management Guide ("AP Part X") has been adopted by the Supreme Court which shall govern all phases of the project. AP Part X, Sections I and II, shall be made a part of this MOU. When Sections III and IV of the AP Part X are complete, they shall become a part of this MOU by signed amendment;

WHEREAS, the County and the AOC agree that AP Part X shall govern all phases of the project;

WHEREAS, KRS 26A.160(3) requires the execution of a Memorandum of Understanding between the AOC and the County;

NOW, THEREFORE the AOC and the County mutually agree as follows:

**I. Scope of Services:**

The AOC and the County understand and agree that the Project will be considered for inclusion in the Judicial Branch 2002-2004 Budget Request for possible funding authorization by the 2002 General Assembly. The Project consists of the following:

Renovation of the courthouse and construction of an addition, consisting of approximately 17,900 gross square feet, with a court occupancy of 100%, with the total preliminary Project costs not to exceed \$ 2,030,000.

The preliminary costs include: land purchase (if necessary), site survey/preparation/demolition, construction costs (including construction managers), telecom/network infrastructure, project contingency, financing costs associated with the issuance of bonds (including financial advisors), bond counsel and trustee fees, all other professional fees, and any other related costs not specifically identified herein. The Project scope shall not exceed the amount listed in the Judicial Branch Budget Request/Recommendation or as modified by the 2002 General Assembly; or as increased and approved under KRS 26A.166. The use allowance payment shall be determined as if the term shall be twenty (20) years and any exceptions to a twenty (20) year limitation must comply with the requirements of KRS 26A.162. Further, any use allowance payments should begin in accordance with the final schedule of bond payment dates, after the AOC has inspected the premises, and given express written acceptance of the Project, a certificate of substantial completion has been issued, and a certificate of occupancy has been issued by the Kentucky Department of Housing, Building and Construction.

**A. Obligations of the AOC:**

1. Pursuant to KRS 26A.090, 26A.115(2) and 26A.162(1), the AOC shall pay a use allowance for the Project based upon the court's proportional share of the annual principal and interest costs in connection with the construction of the facility, but not to exceed the amount authorized by the 2002 General Assembly, unless

Page 2

otherwise modified.

2. Pursuant to KRS 26A.160 the AOC has developed uniform contracts to be used by the County when procuring architectural, construction, financial and other services related to the Project. These contracts are detailed in AP Part X. The AOC shall review and approve any contract or modification thereto relating to the design, financing, or construction of the project authorized by the General Assembly prior to execution. AOC shall be required to maintain a copy of said contract.
3. Whenever the terms of this MOU provide for approval by the AOC, the approval will not be unreasonably withheld. Any request for approval shall be considered and acted upon by AOC in a timely fashion.
4. The AOC Court Facilities staff will assist the County in all phases of the project including oversight of the design, financing, construction, and maintenance and operation pursuant to KRS 26A.160 (1)(2).
5. The obligations of the AOC are subject to biennial appropriations of the General Assembly.

**B. Obligations of the County:**

1. The County, through the Project Development Board (as defined in the AP, Part X), shall exercise its best efforts to supervise, manage, operate and/or maintain all activities for the Project within the scope of this MOU in accordance with AP, Part X.
2. The County agrees to be diligent in facilitating activities of the Project Development Board that are set forth in Paragraph 1 above. The County further

Page 3

agrees any undue delay in Project completion caused by its lack of diligence, which results in delayed occupancy by the courts, may result in reimbursement to the AOC for any use allowance payment made prior to actual occupancy of the Project.

3. The County agrees to advertise to contract for all architectural, construction and financial services as outlined in the AP, Part X. The advertisement shall be printed in at least two newspapers of general statewide circulation and the county's local newspaper where legal advertisements are printed.
4. The county understands and agrees that any pre-existing oral or written contract for professional services relating to the Project will not be recognized by AOC.
5. The County agrees to use only AOC forms, contracts or amendments.
6. The County understands and agrees that AOC shall review and approve any contract, or modification thereto, prior to its execution.
7. The County agrees to comply with AP, Part X, and any amendments thereto.
8. The County agrees that the procurement of construction management services must be approved by the AOC and in accordance with AP, Part X.
9. The County agrees to ensure that proper application and documents are filed on behalf of the Project to establish wage grade. This information shall be included in the contract documents.
10. The County acknowledges that it will implement its program for development of the Project through a Corporation established pursuant to KRS 58.180 and 273.161 to 273.390, inclusive. The Corporation will act on behalf of the County to own, finance and construct the Project through a holding company plan of

Page 4

financing. The County understands and agrees that this MOU must be amended to add the County's Corporation as a party to the Agreement. The County shall give notice to the AOC within 14 days of the filing of its Articles of Incorporation of the need to amend the MOU. The Corporation shall be subject to the same terms as the County to this Agreement.

11. The County agrees that all use allowance payments will be deposited electronically, by the AOC, into the Bond/Debt Service/Sinking Fund established by the Mortgage Deed of Trust and administered by the trustee designated by the County.
12. The County agrees it shall require the trustee to supply to the AOC a monthly accounting of all funds established under the Mortgage Deed of Trust in accordance with AP, Part X. AOC may review, at any time, any and all financial documents.
13. The County agrees that all Project change orders must be submitted to AOC for review and approval prior to said change being initiated in accordance with AP, Part X.
14. The County agrees that the AOC shall approve any change in the occupancy of the project at any phase of the project and thereafter. Further, the County agrees that the AOC has the right to refuse any change which would deem the space to be unacceptable or would increase the AOC's use allowance payment or reduce AOC spacial assignment.
15. The County agrees that prior to occupancy, the AOC shall control and approve all assignments of space in a 100% court facility.

Page 5

**C. Operating Costs Allowance:**

1. The County shall be paid an operating costs allowance administered by the Administrative Office of the Courts.
2. "Operating costs allowance" means compensation equivalent to the annual expenses borne by the unit of government for utilities (lighting, heating and air conditioning, electricity and other utilities, excluding telephone), janitorial service, rent, property insurance, and necessary maintenance, repair, and upkeep of the court facility which do not increase the permanent value or expected life of the court facility, but keeps it in efficient and dignified operating condition, and, at the election of the Administrative Office of the Courts, capital costs of interior or mechanical renovations for the benefit of the court as in accordance with KRS 26A.115.
3. The precise amount paid for operating costs allowance shall be computed by allocating to the Court of Justice its proportionate share of each category according to the relative portion of the floor space in the facility which is occupied by the Court of Justice. Compensation shall be calculated on an annualized basis, may be in the form of rental per square footage, and shall be paid quarterly. Actual costs shall be verified on an annual basis and adjusted accordingly. In the event a project is a shared facility, and should the availability of space provided to the Court of Justice be limited by the County to a part-time basis, the compensation shall be apportioned according to the number of days or partial days per week in which it is made available, one (1) day or partial day per week being considered as one-fifth (0.2) of the time.
4. The County agrees the facility shall be maintained in a dignified state fitting and deserving of the Commonwealth of Kentucky Court of Justice. The County agrees to

Page 6

evaluate the use of building maintenance contracts in comparison to County provided services to provide efficient and cost effective services for the operation and maintenance of the Project. If operation and maintenance services furnished by the County are found to be unsatisfactory and do not meet the needs of the AOC, the AOC may at its discretion contract for these services directly.

**II. Length of Contract:**

This Memorandum of Understanding shall commence on the 26 day of June, 2001, and expire when occupancy of the Project by the Court of Justice terminates.

**III. Breach of Contract:**

Any cost associated with any breach of this MOU shall be borne by the party committing the breach.

**IV. Choice of Law and Forum Provision:**

All questions as to the execution, validity, interpretation, construction and performance of this MOU shall be governed by the laws of the Commonwealth of Kentucky. Furthermore, the County and the AOC agree that any legal action which is brought on the basis of this Agreement shall be filed in the Franklin County Circuit Court of the Commonwealth of Kentucky.

**V. Amendment Clause:**

This MOU may be amended by the AOC and the County as may be necessary. Any such amendment must be made in writing and agreed to by each party.

**VI. Cancellation:**

This MOU may not be canceled by either party unless the Court of Justice ceases to occupy the facility.

Page 7

WITNESS THE AGREEMENT of the AOC and the County as attested by their signatures  
affixed hereon.

Theresa R. Pate 6/26/01  
County Judge Executive  
Pendleton County Date

Cicely J. Lambert 8-7-01  
Cicely J. Lambert, Director  
Administrative Office of the Courts Date

Garlan Vanhook 08-28-01  
Garlan Vanhook, Facilities General Manager  
Administrative Office of the Courts Date

Reviewed:

Lee Guice 8/30/01  
Lee Guice, Controller  
Administrative Office of the Courts Date

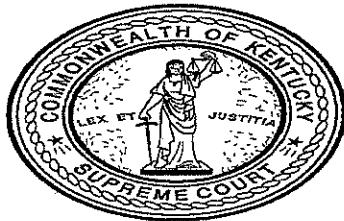
Examined as to Form and Legality:

Sara Bowtell 9/6/01  
Office of General Counsel  
Administrative Office of the Courts Date

Document Prepared By:

Jessica J. ... 10-20-01  
Name/Title Date

Page 8



Commonwealth of Kentucky  
Court of Justice

Judicial Branch Capital Plan  
2002~2008

AOC CONSTRUCTION FILE  
COUNTY: Pendleton  
FILE CODE: CP-2  
SUBMITTED BY: JLG  
DATE: 2/21/2005

Addendum to  
Memorandum of Understanding

Between Pendleton County and the  
Administrative Office of the Courts

ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE  
ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND THE  
PENDLETON COUNTY FISCAL COURT (COUNTY)

WHEREAS, pursuant to KRS 26A.160 and the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management ("AP, Part X") as adopted by the Chief Justice of the Kentucky Supreme Court, AOC entered into a Memorandum of Understanding with the County Fiscal Court, dated June 26, 2001 prior to inclusion in the Judicial Branch Budget request; and

WHEREAS, the Project was included in the Judicial Branch 2002-2004 Budget Request for funding; and

WHEREAS, the Project funding was not authorized until the 2005 General Assembly; and

WHEREAS, the scope of the Project as described in the Memorandum of Understanding and as authorized by the 2005 General Assembly is as follows:

Construction of a courthouse addition consisting of approximately 7,545 gross square feet, with a court occupancy of 100% with the total preliminary project cost not to exceed \$2,228,000; and

WHEREAS, Section V of the Memorandum of Understanding provides for Amendment by the AOC and County, as necessary;

NOW, THEREFORE, the AOC and the County mutually agree that this Addendum will constitute a continuation of the attached Memorandum of Understanding until the Court of Justice terminates its occupancy of the Project.

WITNESS THE AGREEMENT of the AOC and the County as attested by their signatures affixed hereon.

<u>[Signature]</u> County Judge Executive Pendleton County	<u>7/26/05</u> Date
<u>[Signature]</u> Melinda L. Wheeler, Director Administrative Office of the Courts	<u>8/19/05</u> Date
<u>[Signature]</u> Garlan Vanhook, Facilities General Manager	<u>8/19/05</u> Date

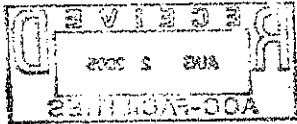
Reviewed:

<u>[Signature]</u> Doug Teague, Budget Director	<u>8/10/05</u> Date
----------------------------------------------------	------------------------

Examined as to Form and Legality:

<u>D. Scott Funder</u> Office of General Counsel Administrative Office of the Courts	<u>8/12/05</u> Date
--------------------------------------------------------------------------------------------	------------------------

Document Prepared By: <u>[Signature]</u> Name/Title	<u>8/10/05</u> Date
-----------------------------------------------------------	------------------------





ADDENDUM TO MEMORANDUM OF UNDERSTANDING BETWEEN THE  
ADMINISTRATIVE OFFICE OF THE COURTS (AOC) AND THE PENDLETON  
COUNTY FISCAL COURT (COUNTY)

WHEREAS, pursuant to KRS 26A.160 and the Rules of Administrative Procedure of the Court of Justice, Part X, Real Property Management ("AP, Part X") as adopted by the Chief Justice of the Kentucky Supreme Court, AOC entered into a Memorandum of Understanding with the County Fiscal Court, dated June 26, 2001 prior to inclusion in the Judicial Branch Budget request; and

WHEREAS, pursuant to the AP, Part X, the AOC and County entered into an Addendum concerning this project in August 2005; and


WHEREAS, the scope of the Project as authorized by the 2005 General Assembly included a project cost of \$2,228,000.00 and a maximum use allowance of \$199,900.00; and

WHEREAS, the scope of the Project was increased by the 2006 General Assembly, which authorized an additional \$8,010,100.00 in project costs and an additional \$716,000.00 in use allowance, such that the total project cost is \$10,238,100.00 and the maximum use allowance is \$915,900.00; and

WHEREAS, Section V of the Memorandum of Understanding provides for Amendment by the AOC and County, as necessary;

NOW, THEREFORE the AOC and the County mutually agree that this Addendum amends the attached Memorandum of Understanding accordingly for the purpose of incorporating the additional amounts authorized by the 2006 General Assembly.


WITNESS THE AGREEMENT of the AOC and the Court as attested by their signatures affixed hereon.

  
County Judge Executive  
Pendleton County  
1/31/08  
Date

  
Jason Nemes, Director  
Administrative Office of the Courts  
2/4/08  
Date

  
Garlan Vanhook, Facilities General Manager  
1-31-08  
Date

Reviewed by:

  
Doug Teague, Controller  
1/24/08  
Date

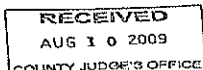
Examined as to Form and Legality:

  
Office of General Counsel  
Administrative Office of the Courts  
1/24/08  
Date

In Re: Technology Director to Attend Free Security Class

Discussion was held regarding Technology Director Michele Hamilton attending Security Training in Cincinnati, October 19-23. This is a free workshop designed to educate and train public safety professionals on important concepts in securing and protecting public safety networks.

This was for information only, no action taken.



For Details, Contact:

Terry Sebastian  
Phone: (502) 564-5841  
Fax: (502) 564-2912  
Cell: (502) 819-0625  
Email: Terry.Sebastian@auditor.ky.gov

Crit Luallen  
Auditor of Public Accounts  
209 St. Clair St.  
Frankfort, Ky. 40601-1817  
<http://www.auditor.ky.gov>

News from State Auditor Crit Luallen's Office

**Luallen releases 'Auditor's Alert' on lessons learned from Bullitt County electronic payroll theft of nearly \$416,000**  
*Examination produces recommendations to assist governments in designing, implementing information technology controls*

FRANKFORT, KY (8-5-09) State Auditor Crit Luallen today released an "Auditor's Alert" to all county governments regarding lessons learned from a recent Bullitt County Fiscal Court theft of nearly \$416,000.

In June 2009, \$415,989 was taken from a Bullitt County payroll account through fraudulent electronic payment transactions using malicious software installed by an unauthorized intruder on a Bullitt County computer.

Based on the examination of this incident, Luallen's information technology auditors created more than two dozen recommendations that should be considered when evaluating government information technology security policies.

"These are best practices that can be implemented to ensure effective security for any government agency," Luallen said. "Our objective is to shed light on this type of risk and to offer solutions to prevent future cases."

Luallen said her office, through an Auditor's Alert, periodically offers guidance and recommendations regarding fiscal matters, accountability and best practices to governmental agencies across the state.

Because the auditor's office audits fiscal courts, it examined the Bullitt County incident and created recommendations to assist local governments statewide.

According to the alert, a "defense in depth" is recommended, where a multi-layered approach to information security provides the most efficient and effective defense against unauthorized system access.

"Simply put, there is not one single step that can be taken to provide sufficient information security. Instead, several steps must be put in place to create effective security," according to the alert.

The Auditor's Alert is attached; however, a more comprehensive discussion of these best practices is available on the Auditor's website, [www.auditor.ky.gov](http://www.auditor.ky.gov).



**CRIT LUALLEN**  
**AUDITOR OF PUBLIC ACCOUNTS**

August 5, 2009

**AUDITOR'S ALERT**

*The Auditor's Office, in the form of an Auditor's Alert, periodically offers guidance and recommendations regarding fiscal matters, accountability, and best practices.*

**Recommendations to Strengthen Technology Security**  
*Best Practices for Local Governments*

In June 2009, \$415,989 was taken from a Bullitt County payroll account through fraudulent electronic payment transactions using malicious software installed by an unauthorized intruder on a Bullitt County computer. The Auditor of Public Accounts examined controls in place at Bullitt County to make recommendations to strengthen security over the Bullitt County information system.

The Auditor of Public Accounts, as a result of this examination, makes the following recommendations to assist governments in designing and implementing information technology controls. We have provided a brief overview of various best practices that should be considered when evaluating the security policies applied to a government's specific information technology environment. A more comprehensive discussion of these best practices are available on the Auditor's website, [www.auditor.ky.gov](http://www.auditor.ky.gov).

We recommend a "defense in depth", where a multi-layered approach to information security provides the most efficient and effective defense against unauthorized system access. Simply put, there is not one single step that can be taken to provide sufficient information security. Instead, several steps must be put in place to create effective security.

1. **Security Policy.** To ensure that management and employees are collectively working to maintain the security of an organization's system and information, a policy should be developed outlining the decisions made by management related to information security.
2. **Passwords.** For those applications where a password is used for authentication, the password should be complex and appropriately secured.
3. **Backing Up Data.** In preparation for contingencies, it is imperative for businesses to perform actions that will allow them to recover and continue their normal business practices with as little disruption as possible. Part of this recovery planning is performing back up procedures for critical applications and associated data.
4. **Anti-virus Protection.** Anti-virus protection software provides protection from a significant number of malicious software (malware). Anti-virus protection software should be installed on local machines and timely application of vendor-issued updates be implemented.

209 ST. CLAIR STREET  
FRANKFORT, KY 40601-1817

TELEPHONE 502.564.5841  
FACSIMILE 502.564.2912  
[WWW.AUDITOR.KY.GOV](http://WWW.AUDITOR.KY.GOV)

AN EQUAL OPPORTUNITY EMPLOYER M / F / D

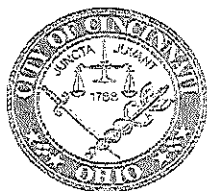
5. **Spyware Protection.** Spyware protection tools are a type of detection software, similar to anti-virus, but it reviews systems specifically for spyware. Further, it will remove any detected spyware from the system. Spyware protection tools should be installed on local machines, with vendor-issued updates being made in a timely fashion.
6. **Defensive Actions.** Users should not open unsolicited emails; click on questionable links or open unknown attachments; provide user names, passwords, or other access codes to anyone; or install any personal software or hardware on an employer's network. Further, users should turn off or disconnect computers from the network when not in use.
7. **Be Aware Of Computer Processing.** Users should be aware of the normal processing of their system and any variations to that understanding should be reported to your information technology support staff.
8. **Keep Software Up-To-Date.** All software should be kept up-to-date and all applicable patches should be applied. By keeping software up-to-date and all vendor issued patches applied, the majority of known vulnerabilities should be addressed.
9. **Default Passwords.** Default passwords, and similar credentials, are those that are assigned by the manufacturer during installation. Default passwords are widely known and offer no security. Technical support should ensure that default passwords are changed prior to placing a system into production.
10. **Default Accounts.** Many systems and products come with default accounts established and available for use. Default accounts are widely known, so unless these accounts are needed for a business related purpose, they should be removed. Default accounts retained for use, should be properly secured by changing the associated passwords and default names, if possible.
11. **Default Services.** During the process of setting up a new system, installing new software, or upgrading existing software, unexpected network services could potentially become enabled and available for use. Prior to moving a system into production, all available services should be reviewed to verify necessity. Those services not necessary for the proper operation of that system should be disabled. Any services deemed to be necessary should be secured according to the production documentation.
12. **Local Firewalls.** A local firewall is software running at the local host rather than at a switch or other network device to limit traffic to and from the local host. This software can be configured to control the types of traffic the local host is allowed to send and receive. Where feasible, a local firewall should be installed on all local machines.
13. **Network Firewalls.** Networks should be designed to locate the staff hosts and devices within a protected inner area. Access in and out of the inner area should be monitored by a firewall or Intrusion Detection System (IDS).
14. **System Hardening.** System hardening is the practice of uniformly configuring each system in such a way as to enforce and provide the level of security required by the business' security policy. Every host and device should be hardened against attack and unauthorized use.
15. **Conditions of User Notification.** Every application and service should include a banner on the first page detailing the conditions for acceptable use.
16. **Login Banners.** As a general rule, the minimum amount of information necessary to allow a connection to authorized persons should be provided within the banner.
17. **Vulnerability Reviews.** Every network device, service, application, and host should be periodically reviewed to ensure that there are no identifiable vulnerabilities discoverable by an internal or external intruder.
18. **Remote Support.** Avoid the use of dial-up modems for communication outside a business' network.
19. **Wireless Networking.** All available security features provided by wireless networking products should be enabled and regularly reviewed.

Page 2

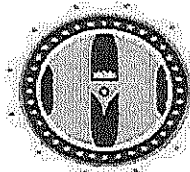
Additionally, for those governments either currently participating in or considering using an on-line banking service, considerations should include:

1. **Be Well Informed about On-Line Services and Features.** Management should gather information related to the on-line application, including security features, security assurances provided by the financial institution, usage agreement related to liability of user and financial institution for incidents of fraud or abuse, and availability of information concerning the account features through the financial institution's website.
2. **Logical Security Administration.** For proper segregation of duties, we recommend the security administration of individual accounts and users either be delegated to the financial institution or, alternately, establish the administration functionality under an individual who does not have any responsibility for creating or authorizing payments within the account.
3. **Account Access Changes.** Changes to account or user access should be properly authorized by management. All requested changes to user access, including requests for e-mail address and password changes should be formally documented in either a request form or e-mail. These requests should be maintained to support changes to access.
4. **Access Level Review.** Access to on-line banking features should be granted on a need to perform basis, removing all accesses that are not necessary for their job duties or the type of processing being performed.
5. **Transaction Review.** Periodically, management should obtain a listing from the financial institution showing all transactions related to the on-line account. Appropriate management should review the transaction listing to ensure no unusual activity is occurring. All questionable transactions should be investigated and all parties involved be informed of the resolution.
6. **Incident or Questionable Transaction Review Process.** Management should develop and consistently apply a formal process to address questionable transactions. This process should specify appropriate contract individuals at the financial institution to notify about the situation. Further, documentation should be developed and maintained providing an identification of the situation, contacts made with financial institution and staff related to the situation, actions taken to resolve the situation, and the outcome of the review.
7. **Multiple Approvals For On-Line Transactions.** To help ensure transactions are properly approved, establish the same requirements for the issuance of a physical check to the initiation and approval of on-line transactions.
8. **Dual Notifications.** To help ensure that transactions being processed against the account are appropriate and approved, ask that notifications of transactions be sent to the user responsible for initiating the action and a secondary contact. This secondary contact should be aware of the transactions being performed on-line, but not have a specific role in the initiation of transactions.
9. **Procedure Manual for On-Line Banking.** Once controls are established related to the security over the on-line account and the processing of transactions through the on-line environment, a procedures manual should be developed to itemize the controls to be followed, user expectations, and consequences for failure to adhere to procedures. This manual should be distributed to all applicable staff and training should be provided to ensure staff are familiar with their responsibilities.

Page 3



CINCINNATI-HAMILTON  
COUNTY  
HOMELAND SECURITY

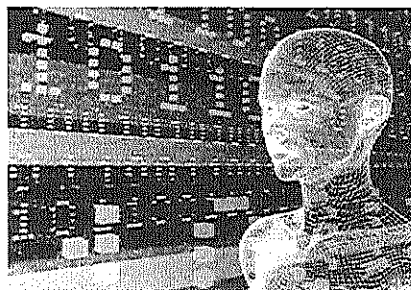


## Cybersecurity: Prevention, Deterrence and Recovery

**Sponsor:** Cincinnati-Hamilton County Homeland Security  
Cincinnati Police Department

**Where:** Cincinnati Police Academy  
800 Evans Street  
Cincinnati, Ohio 45204

**When:** October 19-23, 2009  
8:00 a.m.-5:00 p.m.



**Who Should Attend:**

The target audience for this course are technical personnel who work for public safety agencies, state and local government, public utilities, colleges and universities, hospitals/health care providers and technical personnel who work for agencies or organizations considered as a part of our nations critical infrastructure. This course is for individuals responsible for the daily maintenance and security of their organization's technical infrastructure and data.

**Course Description:**

The goal of this course is to educate and train public safety professionals on important concepts in securing and protecting public safety networks. This will include information concerning 1) network security, 2) information protection, 3) critical infrastructure protection, and 4) incident prevention.

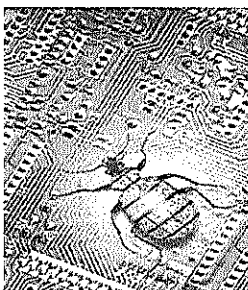
**Delivery Method:**

The delivery method for this course will involve lecture, personal interaction between the instructor and students, as well as hands-on labs utilizing the 30 workstations of the SENTINEL Mobile Lab. Students will be provided all presentation materials.

*Cybersecurity: Prevention, Deterrence, and Recovery* for additional reading and information, a comprehensive bibliography describing additional resources on the subjects of network infrastructure and security, and the SENTINEL Lab Exercise Manual for use during class sessions and additional lab exercises that can be completed outside of class sessions.

**Course Objectives:**

- Understanding of the technical concepts and importance of proper detection mechanisms for network security and cyberterrorism prevention.
- Understanding of the technical concepts and importance of proper interdiction mechanisms for network security and cyberterrorism prevention including implementation of interdiction tools including but not limited to passwords, system patches, and firewalls.
- Understanding of the technical concepts and importance of critical infrastructure protection methodology for network security and cyberterrorism prevention.
- Understanding of the technical concepts and importance of proper information sharing methods for network security and cyberterrorism prevention.



**Course Delivery:** University of Arkansas—Criminal Justice Institute

Training is fully funded by a training grant provided by the Department of Homeland Security

Course Maximum is 30 students

Priority Registration ends on August 24, 2009

**PREREQUISITES TO ATTEND THIS COURSE:**

Intermediate knowledge base concerning computer and network concepts and functions as well as experience involving incident handling.

To register please visit the University of Arkansas Cyberterrorism Defense Analyst Center website at [www.cyberterrorismcenter.org](http://www.cyberterrorismcenter.org)

Questions may be directed to Barry Webb, Training Coordinator at 513.263.8059

In Re: Update on Service Agreement for Life Pack 15 Monitors

Judge Bertram presented the court with a copy of the service agreement on the Life pack 15 monitors. This was informational only, no action taken.



TECHNICAL SERVICE

Point-of-Sale Service Agreement

End User Name Pennington Co. Ambulance Billed To Pennington County  
Address 105 W. Shelby St. Address 237 Main St.  
Falmouth, Ky. 41040 Falmouth, Ky. 41040

This Technical Service Support Agreement ("Agreement") is made and entered into this 3 day of August 2009 by and between PHYSIO-CONTROL, INC., 11811 Willow Road Northeast, Redmond, Washington 98073 and Pennington Co. Ambulance, 105 W. Shelby St., Falmouth, Ky. 41040 ("Customer").  
(Insert full corporate name and address)

Physio-Control will provide service on the equipment identified below and according to the Terms and Conditions as listed on the reverse and incorporated into this Agreement. Upon shipment of the equipment, Schedule A listing the covered equipment and Schedule B containing the service inclusions will be forwarded to the End User and incorporated into this Agreement.

This Agreement shall become effective on the date of this Agreement and continue for a period of 5 year(s). The following is a description of the service(s) for which Physio-Control will provide for the covered equipment:

Catalog Service Number	Service Product	Quantity of Units	Price	Subtotal
<u>MC 999-001005</u>	<u>5 YR. ON-SITE REPAIR</u>	<u>2</u>	<u>\$4,870.00</u>	<u>\$9,740.00</u>
	<u>1 YR. PAR. YR.</u>			

Catalog Travel Number	Zone Travel Description	Number of Years	Price	Subtotal
<u>50999-000118</u>	<u>ZONE 2</u>	<u>5</u>	<u>\$25.00</u>	<u>\$125.00</u>
	<u>25-50 Mi.</u>			

GRAND TOTAL \$9,905.00

Select One Billing Option:

- ☐ One Time Invoice with covered equipment  
☐ Or Installment Billing (Installment billing will be invoiced separately.)  
☒ Annual ☐ Semi-Annual ☐ Quarterly ☐ Monthly ☐ Arrears

Accepted: PHYSIO-CONTROL Customer: Pennington County  
By: Bill Welch By: Mark Goff  
Printed Name: Bill Welch Printed Name: Henry W. Bertram  
Title: SNES CONSULTANT Title: Judge Emeritus  
Date: 7/16/09 Date: 8/3/09  
Purchase Order #: 668507

☐ Check here if you have an effective service agreement with Physio-Control.

Comments ATTACHED IS AN EMAIL STATING THAT THE  
CONTRACT IS TRANSFERABLE WITH IN COUNTY  
DOCUAMENT

PHYSIO-CONTROL, INC.  
TECHNICAL SERVICE SUPPORT AGREEMENT TERMS AND CONDITIONS

RENEWAL TERMS

Physio-Control, Inc.'s ("Physio-Control") acceptance of Customer's Technical Service Support Agreement is expressly conditioned on Customer's assent to the terms set forth in this document and its acceptance. Physio-Control agrees to furnish the services ordered by Customer only on these terms, and Customer's acceptance of any portion of the goods and services covered by this document shall confirm their acceptance by Customer. These terms constitute the complete agreement between the parties and they shall govern any conflicting or ambiguous terms on Customer's purchase order or on other documents submitted to Physio-Control by Customer. These terms may not be revised in any manner without the prior written consent of an officer of Physio-Control.

REPAIR SERVICES

If "Repair" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, all repair parts and materials required, all required Physio-Control service technician labor, and all related travel expenses. For off-site (shop-in) services, units will be returned to Customer by Physio-Control freight prepaid.

INSPECTION SERVICES

If "Inspection" services are designated, subject to the Exclusions identified below, they shall include, for the designated Covered Equipment, verification of proper instrument calibration, verification that instrument mechanical operations and output measurements are consistent with applicable product specifications, performance of an electrical safety check in accordance with National Fire and Protection Guidelines, all required Physio-Control service technician labor, and all related travel expenses. For off-site (shop-in) services, units will be returned to Customer by Physio-Control freight prepaid.

DOCUMENTATION

Following each Repair and/or Inspection, Physio-Control will provide Customer with a written report of actions taken or recommended and identification of any materials replaced or recommended for replacement.

LOANERS

If a Physio-Control product is designated as a unit of Covered Equipment for Repair Services and needs to be removed from service to complete repairs, an appropriate Loaner unit will be provided, if available, until the removed unit is returned. Customer assumes complete responsibility for the Loaner and shall return the Loaner to Physio-Control in the same condition as received, at Customer's expense, upon the earlier of the return of the removed unit or Physio-Control's request.

EXCLUSIONS

This Technical Service Support Agreement does not include supply or repair of accessories or disposables (e.g., patient cables, recorder paper, etc.); repair of damage caused by misuse, abuse, abnormal operating conditions, operator error, and/or acts of God; repair to return an instrument to normal operating equipment at the time of initial service by Physio-Control under this Technical Service Support Agreement; lease changes, repair or replacement of items not originally distributed or installed by Physio-Control and exclusions on Schedule B to this Technical Service Support Agreement, if any, which apply to Covered Equipment.

SCHEDULE SERVICES

Designated Repair and Inspection Services will be performed at the designated service frequency and during designated service hours except where service technicians are rendered unavailable due to mandatory training commitments, in which case Physio-Control will provide alternative coverage. Customer is to ensure Covered Equipment is available for Repair and/or Inspection at scheduled times. If Covered Equipment is not available as scheduled and Customer requests additional services to be performed or if Physio-Control is requested to perform repair or inspection services not designated in this Technical Service Support Agreement (due to the nature of services selected), instruments involved not being Covered Equipment, request being outside of designated service frequency or hours, or application of the Exclusions, Customer shall reimburse Physio-Control at Physio-Control's standard labor rates less 10% (including overtime, if appropriate), plus standard list prices for related parts and materials less 10%, plus actual travel costs incurred.

PAYMENT

The cost of services performed by Physio-Control shall be payable by Customer within thirty (30) days of Customer's receipt of Physio-Control's invoice for such other terms as Physio-Control conforms to Customer in writing. In addition to the cost of services performed, Customer shall pay or reimburse Physio-Control for any taxes assessed Physio-Control. If the number or configuration of Covered Equipment is altered during the Term of this Technical Service Support Agreement, the price of Services shall be adjusted accordingly.

WARRANTY

Physio-Control warrants Services performed under this Technical Service Support Agreement and replacement parts provided in performing such Services against defects in material and workmanship for ninety (90) days from the date a Service was performed or a part was provided. Customer's sole remedy shall be reworking the affected unit and/or replacement of any part determined to be defective, without any additional Customer charge, provided Customer notifies Physio-Control of any allegedly defective condition within ten (10) calendar days of its discovery by Customer. Physio-Control makes no other warranties, express or implied, including, without limitation, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO-CONTROL BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR OTHER DAMAGES.

TERMINATION

Either party may terminate this Technical Service Support Agreement at any time upon sixty (60) days prior written notice to the other, except that Physio-Control may terminate this Technical Service Support Agreement immediately upon Customer's failure to make timely payments for services rendered under this Technical Service Support Agreement. In the event of termination, Customer shall be obligated to reimburse Physio-Control for that portion of the designated price which corresponds to that portion of the Term and the scope of Services provided prior to the effective date of termination.

DELAYS

Physio-Control will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from any cause beyond its reasonable control, including, but not limited to, acts of God, labor disputes, labor shortages, the requirements of any governmental authority, war, civil unrest, delays in manufacture, obtaining any required license or permit, and Physio-Control's inability to obtain goods from its usual sources. Any such delay shall not be considered a breach of Physio-Control's obligations and the performance dates shall be extended for the length of such delay.

MISCELLANEOUS

- Customer agrees to not employ or offer employment to anyone performing Services on Physio-Control's behalf during the Term of this Technical Service Support Agreement or for one (1) year following its expiration without Physio-Control's prior written consent.
- The Technical Service Support Agreement, and any related obligation of either party, may not be assigned in whole or in part without the prior written consent of the other party.
- The rights and obligations of Physio-Control and Customer under this Technical Service Support Agreement shall be governed by the laws of the State in which the service is provided. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

We agree to the terms and conditions stated.

To Include Comment ON THE Point-of-Sale

Service Agreement

Signed by Mark Goff Date 8/3/09



Physio-Control, Inc. • 11811 Willow Road NE, Redmond, WA 98073, USA  
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M10-1250-0009 / C17-200800009

**In Re: Budget Account Transfers**

Judge Bertram presented and read the Budget Account Transfers, whereupon Squire Wells mad a motion, seconded by Squire Veirs that the following Budget Account Transfers be accepted and approved as presented, motion carried.

**PENDLETON COUNTY FISCAL COURT  
TUESDAY AUGUST 11, 2009  
7:00 PM  
COURT ORDER TRANSFERS**

**General Fund**

Transfer from (01-9200-999) Reserve for Transfers to the following accounts:

01-9100-332 Legal Fees \$ 1,000.00

**LGEA Fund**

Transfer from (04-9200-999) Reserve for Transfers to the following accounts:

04-5136-441 Homeland Security Machinery & Equipment \$ 481.00

**Ambulance Fund**

Transfer from (09-9200-999) Reserve for Transfers to the following accounts:

09-5140-364 Ambulance Quarters Rent \$5,400.00

Henry W. Bertram  
Pendleton County Judge/Executive

Date: \_\_\_\_\_

Vicky J. King  
Fiscal Court Clerk

Date: \_\_\_\_\_

**In Re: Payment of Claims**

Judge Bertram presented and reviewed the Payment of Claims. Whereupon a motion was made by Squire Veirs, seconded by Squire Wells that the following claims be allowed and ordered paid out of the following funds, motion carried.

**Pendleton County Fiscal Court  
Voucher Claims Register**

General Fund  
From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claims Description	Amount
Voucher No. 02-5016 Vendor HENRY BERT HENRY BERTRAM Voucher Date 08/11/2009						
02-0111	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		668505	REIMBURSEMENT FOR POSTAGE OVERNIGHT TO BO WILSO	14.44
02-0111	01-5025-569-	REGISTRATION/CONFERENCES		668539	REIMBURSEMENT FOR TRAINING EXPENSES	113.40
		Printed On Check 011752			Voucher Totals	127.84
Voucher No. 02-5017 Vendor POST OFFIC U S POST OFFICE Voucher Date 08/11/2009						
02-0111	01-5001-563-	CO. JUDGE/EXEC., POSTAGE		668605	400 STAMPS @ .44	176.00
		Printed On Check 011753			Voucher Totals	176.00
Voucher No. 02-5018 Vendor CONRAD CONRAD HARDWARE AND FURNITURE Voucher Date 08/11/2009						
02-0111	01-5001-445-	CO. JUDGE/EXEC., OFFICE SUPPLIES	152022	668392	OFFICE SUPPLIES JUDGES OFFICE	4.99
		Printed On Check 011754			Voucher Totals	4.99
Voucher No. 02-5019 Vendor DONNA ROSE DONNA ROSE COMPANY Voucher Date 08/11/2009						
02-0111	01-5010-445-	CO. CLERK OFFICE SUPPLIES	4270	668506	2 R/E MORTGAGE, 1 DEED BOOK & RECORDING PAPER	510.00
		Printed On Check 011755			Voucher Totals	510.00
Voucher No. 02-5020 Vendor NKADD NORTHERN KY AREA DEVELOP. DISTRICT Voucher Date 08/11/2009						
02-0111	01-5025-569-	REGISTRATION/CONFERENCES		668509	NKADD ANNUAL BANQUET 4 MAGISTRATES	112.00
		Printed On Check 011758			Voucher Totals	112.00
Voucher No. 02-5021 Vendor STACEYWELL STACEY WELLS Voucher Date 08/11/2009						
02-0111	01-5025-569-	REGISTRATION/CONFERENCES		668398	200 MILES @.42 KMCA KCJEA SUMMER CONFERENCE	84.00
		Printed On Check 011757			Voucher Totals	84.00
Voucher No. 02-5022 Vendor SCHLUETER JENNY SCHLUETER Voucher Date 08/11/2009						
02-0111	01-5047-445-	TAX ADMINISTRATOR OFFICE SUPPLIES		668536	REIMBURSEMENT MILEAGE DRUG SCREEN APRIL MAY JULY	48.38
		Printed On Check 011758			Voucher Totals	48.38
Voucher No. 02-5023 Vendor KOLA KY OCCUPATIONAL LICENSE ASSOCIATION Voucher Date 08/11/2009						
02-0111	01-5047-569-	TAX ADMINISTRATOR REGIS,CONF&TRAINING		668546	2009 FALL KOLA CONFERENCE	175.00
		Printed On Check 011758			Voucher Totals	175.00
Voucher No. 02-5024 Vendor FAL OUTLOOK THE FALMOUTH OUTLOOK Voucher Date 08/11/2009						
02-0111	01-5070-399-	PLANNING - COMPREHENSIVE	207	668523	PUBLIC NOTICE	60.78
02-0111	01-9100-539-	LEGAL NOTICES	204	668512	LEGAL NOTICES	1,245.90
		Printed On Check 011760			Voucher Totals	1,306.68
Voucher No. 02-5025 Vendor THEISSEN STRAUSS & TROY, L.P.A Voucher Date 08/11/2009						
02-0111	01-5070-399-	PLANNING - COMPREHENSIVE		668391	LEGAL FEES-PLANNING & ZONING COMMISSION	1,500.00
		Printed On Check 011761			Voucher Totals	1,500.00
Voucher No. 02-5026 Vendor NKAPC NORTHERN KY AREA PLANNING COMMISSION Voucher Date 08/11/2009						
02-0111	01-5070-399-	PLANNING - COMPREHENSIVE	357	668389	CHAPLIN AND BOWEN ESTATE PLATS	300.00
		Printed On Check 011762			Voucher Totals	300.00

Pendleton County Fiscal Court  
Voucher Claims Register

General Fund

From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor APA MAGIZI AMERICAN PLANNING ASSOCIATION Voucher Date 08/11/2009						
Voucher No. 02-5027	01-5070-445-	P & Z OFFICE SUPPLIES		668393	AMERICAN PLANNING ASSOC MAGAZINE SUBSCRIPTION	85.00
		Printed On Check 011763			Voucher Totals	85.00
Vendor FLEETONE FLEETONE LLC Voucher Date 08/11/2009						
Voucher No. 02-5026	01-5070-455-	P & Z PETROLEUM PRODUCTS	1287518	668527	JULY FUEL P & Z	37.03
	01-5091-455-	MAPPING PETROLEUM PRODUCTS	1287522	668528	JUNE FUEL MAPPING	67.06
	01-5205-455-	PETROLEUM PRODUCTS	1287518	668527	JULY FUEL ANIMAL CONTROL	124.64
	01-5210-455-	PETROLEUM PRODUCTS	1287518	668527	JULY FUEL SOLID WASTE	98.11
		Printed On Check 011764			Voucher Totals	326.84
Vendor INDUSTRIAL PENDLETON CO INDUSTRIAL AUTHORITY Voucher Date 08/11/2009						
Voucher No. 02-5029	01-5070-678-	P & Z UTILITIES		668532	P&Z UTILITIES \$50 ADDITIONAL FOR JULY & AUG	100.00
		Printed On Check 011765			Voucher Totals	100.00
Vendor ARAMARK ARAMARK UNIFORM SERVICES, INC Voucher Date 08/11/2009						
Voucher No. 02-5030	01-5080-411-	CUSTODIAL SUPPLIES		213866	JULY MATT RENTAL COURTHOUSE	127.52
	01-5080-411-	CUSTODIAL SUPPLIES		279429	MAT RENTAL COURTHOUSE	63.76
	01-5080-411-	CUSTODIAL SUPPLIES		668361	COURTHOUSE MAT RENTAL	63.76
	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		213866	JULY MATT RENTAL ANNEX BLDG.	11.78
	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		279429	MAT RENTAL ANNEX BLDG	5.89
	01-5086-411-	CUSTODIAL SUPPLIES ANNEX BLDG.		668361	ANNEX MAT RENTAL	5.89
		Printed On Check 011766			Voucher Totals	276.69
Vendor COOPER COOPER WHOLESALE, INC Voucher Date 08/11/2009						
Voucher No. 02-5031	01-5080-411-	CUSTODIAL SUPPLIES	95349	668522	CUSTODIAL SUPPLIES COURTHOUSE	89.57
		Printed On Check 011767			Voucher Totals	89.57
Vendor D-C ELEVAT D-C ELEVATOR COMPANY, INC Voucher Date 08/11/2009						
Voucher No. 02-5032	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	143582	668537	OIL & LUBRICATION-ELEVATOR	84.75
		Printed On Check 011768			Voucher Totals	84.75
Vendor ACE FALMOUTH ACE HARDWARE Voucher Date 08/11/2009						
Voucher No. 02-5033	01-5080-571-	COURTHOUSE RENEWALS & REPAIRS	20617	299440	MAINTENANCE	3.99
		Printed On Check 011769			Voucher Totals	3.99
Vendor MOBIL.COM MOBILCOMM INC Voucher Date 08/11/2009						
Voucher No. 02-5034	01-5085-441-	CO. PROPERTIES - MACHINERY&EQUIPMENT	731046	668400	JULY MAINTENANCE CONTRACT CO PROPERTIES	76.20
		Printed On Check 011770			Voucher Totals	76.20
Vendor FALMOUTH CITY OF FALMOUTH Voucher Date 08/11/2009						
Voucher No. 02-5035	01-5120-507-	FIRE DEPARTMENT CONTRIBUTIONS		668521	JULY FIRE RUNS	1,655.00
		Printed On Check 011771			Voucher Totals	1,655.00

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Pendleton County Fiscal Court  
Voucher Claims Register

General Fund

From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor MICHELLE H MICHELLE HAMILTON Voucher Date 08/11/2009						
Voucher No. 02-5036	01-5205-403-	ANIMAL FOOD AND SUPPLIES		668390	REIMB - ANIMAL CONTROL A/C ADAPTER	79.98
		Printed On Check 011772			Voucher Totals	79.98
Vendor BARNES BARNES HARDWARE AND LUMBER Voucher Date 08/11/2009						
Voucher No. 02-5037	01-5205-403-	ANIMAL FOOD AND SUPPLIES	603651	213803	PRIDE DOG FOOD	67.40
		Printed On Check 011773			Voucher Totals	67.40
Vendor PAPPY'S PAPPY'S ARMORY Voucher Date 08/11/2009						
Voucher No. 02-5038	01-5205-403-	ANIMAL FOOD AND SUPPLIES	318609	213802	TRAINING AMMO	57.90
		Printed On Check 011774			Voucher Totals	57.90
Vendor FAMILY FAMILY DOLLAR STORES Voucher Date 08/11/2009						
Voucher No. 02-5039	01-5205-403-	ANIMAL FOOD AND SUPPLIES	344893	213801	CAT FOOD	8.00
		Printed On Check 011775			Voucher Totals	8.00
Vendor PCVH GRANTS LICK VETERINARY HOSPITAL Voucher Date 08/11/2009						
Voucher No. 02-5040	01-5205-385-	VETERINARY SERVICE		668545	EUTHANASIA, RABIES VOUCHERS,	70.00
		Printed On Check 011776			Voucher Totals	70.00
Vendor GARYMAXWEL GARY MAXWELL Voucher Date 08/11/2009						
Voucher No. 02-5041	01-5205-573-	ANIMAL SHELTER TELEPHONE		213804	REIMB. CELL PHONE	48.00
		Printed On Check 011777			Voucher Totals	48.00
Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC Voucher Date 08/11/2009						
Voucher No. 02-5042	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	613834	213863	JULY SUPPLIES	45.18
	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	614338	274202	SOLID WASTE MATERIALS	45.18
	01-5210-468-	RECYCLING & LANDFILL SUPPLIES	615040	274201	SOLID WASTE SUPPLIES	45.18
		Printed On Check 011778			Voucher Totals	135.54
Vendor CORS CORS & BASSETT ATTORNEYS Voucher Date 08/11/2009						
Voucher No. 02-5043	01-9100-332-	LEGAL FEES		668547	HOST AGREEMENT NEGOTIATIONS	912.00
		Printed On Check 011779			Voucher Totals	912.00
28 Vouchers Printed Totalling						8,423.66

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Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund

From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: HILLTOP HILLTOP STONE LLC Voucher Date: 08/11/2009						
Voucher No. 02-5044						
02-0211	02-6105-409-	CRUSHED STONE & GRAVEL	856209	268188	ROAD MATERIALS BITTERSWEET DRIVE	192.90
02-0211	02-6105-409-	CRUSHED STONE & GRAVEL	856209	268178	ROAD MATERIALS BLANKET CREEK BRIDGE	91.96
Printed On Check 005817 Voucher Totals						194.86
Vendor: FLEETONE FLEETONE LLC Voucher Date: 08/11/2009						
Voucher No. 02-5045						
02-0211	02-6105-455-	PETROLEUM PRODUCTS	1287522	668528	JULY FUEL ROAD	2,855.47
Printed On Check 005818 Voucher Totals						2,855.47
Vendor: MAGO MAGO CONSTRUCTION CO, INC Voucher Date: 08/11/2009						
Voucher No. 02-5046						
02-0211	02-6105-447-	ROAD MATERIALS	047537	268174	BLACK TOP WYATTS BEND - 82.67 TON @ 51.36	4,281.34
02-0211	02-6105-447-	ROAD MATERIALS	047491	268167	BLACKTOP FOR WAGONERS FERRY 70.10 TONS	3,600.34
02-0211	02-6105-447-	ROAD MATERIALS	047491	268173	BLACKTOP - 143.77 TON @ 51.36	7,354.03
02-0211	02-6105-447-	ROAD MATERIALS	047443	268151	COLD PATCH 187.06 TONS @ 51.36	9,807.40
02-0211	02-6105-447-	ROAD MATERIALS	047443	268152	COLD PATCH 160.78 TONS @ 51.36	8,257.66
02-0211	02-6105-447-	ROAD MATERIALS	047443	268166	BLACKTOP FOR VEIRS ROAD - 63.46 TONS	3,259.31
Printed On Check 005819 Voucher Totals						36,379.08
Vendor: KY MOTOR KENTUCKY MOTOR SERVICE FALMOUTH Voucher Date: 08/11/2009						
Voucher No. 02-5047						
02-0211	02-6105-447-	ROAD MATERIALS	210252	268184	ROAD MATERIALS	3.99
02-0211	02-6105-447-	ROAD MATERIALS	209465,209501	268161	ROAD SUPPLIES	107.56
02-0211	02-6105-447-	ROAD MATERIALS	210252	213982	JULY ROAD MATERIALS	6.69
Printed On Check 005820 Voucher Totals						118.24
Vendor: DCDIESEL D & C DIESEL Voucher Date: 08/11/2009						
Voucher No. 02-5048						
02-0211	02-6105-447-	ROAD MATERIALS	49503	268182	REBUILD TRACTOR, PUMP, PARTS & LABOR	562.64
Printed On Check 005821 Voucher Totals						562.64
Vendor: FAB-N-WELD FAB-N-WELD Voucher Date: 08/11/2009						
Voucher No. 02-5049						
02-0211	02-6105-447-	ROAD MATERIALS	9098	268177	ANGLE IRON BLANKET CREEK BRIDGE	225.00
Printed On Check 005822 Voucher Totals						225.00
Vendor: LIMESTONE LIMESTONE FARM LAWN WORKSITE Voucher Date: 08/11/2009						
Voucher No. 02-5050						
02-0211	02-6105-447-	ROAD MATERIALS	1003509	213983	FUEL FILTER	29.00
02-0211	02-6105-447-	ROAD MATERIALS	101269	213983	CLEANED ORFICE AND FUEL CAP	208.35
02-0211	02-6105-447-	ROAD MATERIALS	101321	213983	DRAINED & CLEANED FUEL TANK, PUMP & PICK UP SCREEN	381.40
Printed On Check 005823 Voucher Totals						618.75
Vendor: WYATT'S WYATT'S SUPERVALU Voucher Date: 08/11/2009						
Voucher No. 02-5051						
02-0211	02-6105-447-	ROAD MATERIALS	02424392	279404	ROAD MATERIALS	21.29
02-0211	02-6105-447-	ROAD MATERIALS	03356247	268155	BAGS OF ICE	11.97
02-0211	02-6105-447-	ROAD MATERIALS	01392961	268169	CUSTODIAL SUPPLIES	18.09

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Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund

From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Vendor: REIS REIS CONCRETE PRODUCTS, INC. Voucher Date: 08/11/2009						
Voucher No. 02-5052						
02-0211	02-6105-447-	ROAD MATERIALS	02430618	268160	ROAD MATERIAL	11.97
Printed On Check 005824 Voucher Totals						61.32
Vendor: BARNES BARNES HARDWARE AND LUMBER Voucher Date: 08/11/2009						
Voucher No. 02-5053						
02-0211	02-6105-447-	ROAD MATERIALS		279408	ROAD MATERIALS	48.46
02-0211	02-6105-447-	ROAD MATERIALS		268196	SPRAYERS, BIK PLUG, SCRAPERS	33.15
02-0211	02-6105-447-	ROAD MATERIALS		268165	SLEEVE ANCHORS & SCREWS	8.76
02-0211	02-6105-447-	ROAD MATERIALS		268190	ROAD MATERIAL	42.99
02-0211	02-6105-447-	ROAD MATERIALS		268179	ROAD MATERIALS BLANKET CREEK BRIDGE	23.86
Printed On Check 005826 Voucher Totals						153.24
Vendor: NAPA CARSON AUTO & TRACTOR SUPPLY, INC. Voucher Date: 08/11/2009						
Voucher No. 02-5054						
02-0211	02-6105-447-	ROAD MATERIALS		268153	U-BOLT	1.31
02-0211	02-6105-447-	ROAD MATERIALS		268159	HYD FL, HOSE ENDS	82.00
02-0211	02-6105-447-	ROAD MATERIALS		268160	SWITCH	4.11
02-0211	02-6105-447-	ROAD MATERIALS		268183	ROAD MATERIAL	59.96
02-0211	02-6105-447-	ROAD MATERIALS		268188	HOSE AND HOSE END	17.69
Printed On Check 005827 Voucher Totals						165.09
Vendor: TRUCK & TR TRUCK AND TRAILER SUPPLY Voucher Date: 08/11/2009						
Voucher No. 02-5055						
02-0211	02-6105-447-	ROAD MATERIALS	KK138782	268171	SPRING BRAKE, BRAKE CLEVIS& AUTO SLACK	171.41
02-0211	02-6105-447-	ROAD MATERIALS	KK139293	268176	ROAD MATERIALS	325.60
Printed On Check 005828 Voucher Totals						496.41
Vendor: H&MTRUCK HOWARD PYLES Voucher Date: 08/11/2009						
Voucher No. 02-5056						
02-0211	02-6105-447-	ROAD MATERIALS		268161	TRACTOR TIRE REPAIR, BUSHOG TRACTOR FRONT TIRE	15.00
Printed On Check 005829 Voucher Totals						15.00
Vendor: MOBILCOM MOBILCOMM INC Voucher Date: 08/11/2009						
Voucher No. 02-5057						
02-0211	02-6105-447-	ROAD MATERIALS	731044	668501	AUGUST RADIO SERVICE CONTRACT ROAD DEPT	105.00
Printed On Check 005832 Voucher Totals						105.00
Vendor: ACE FALMOUTH ACE HARDWARE Voucher Date: 08/11/2009						
Voucher No. 02-5058						
02-0211	02-6105-447-	ROAD MATERIALS	20696	268157	QUICK SET EPOXY	4.79
02-0211	02-6105-447-	ROAD MATERIALS	20816	268170	OTC BULB	7.40
02-0211	02-6105-447-	ROAD MATERIALS	20918,20913	268186	ROAD MATERIALS	12.01

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Pendleton County Fiscal Court  
Voucher Claims Register

Road Fund  
From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
02-0211	02-6105-447-	ROAD MATERIALS	20896,20890,20889	268185	ROAD MATERIALS	16.59
02-0211	02-6105-447-	ROAD MATERIALS	20847	268187	ROAD MATERIALS	17.52
Printed On Check 005833						Voucher Totals 60.40
15 Vouchers Printed Totalling						44,004.50

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Pendleton County Fiscal Court  
Voucher Claims Register

Jail Fund  
From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5059		Vendor BOONEJAIL	BOONE COUNTY JAIL		Voucher Date 08/11/2009	
02-0311	03-5101-314-	CONTRACT WITH OTHER COUNTIES	JULY	214003	JULY INMATE HOUSING 447 DAYS @ \$35	15,645.00
Printed On Check 004927						Voucher Totals 15,645.00
Voucher No. 02-5060		Vendor SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 08/11/2009	
02-0311	03-5101-399-	MISCELLANEOUS CONTRACTUAL SERVICES		214007	AUGUST SALARIES - 2 TRANSPORT OFFICERS	5,323.57
Printed On Check 004928						Voucher Totals 5,323.57
Voucher No. 02-5061		Vendor FLEETONE	FLEETONE LLC		Voucher Date 08/11/2009	
02-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.	1287515	668529	JULY FUEL JAIL	624.80
Printed On Check 004929						Voucher Totals 624.80
Voucher No. 02-5082		Vendor SHERIFF	PENDLETON COUNTY SHERIFF		Voucher Date 08/11/2009	
02-0311	03-5101-455-	PETROLEUM PRODUCTS - GAS, OIL, ETC.		214004	JULY TRANSPORT 3085 MI @ .35 MILE	1,072.75
Printed On Check 004930						Voucher Totals 1,072.75
Voucher No. 02-5083		Vendor ACE	FALMOUTH ACE HARDWARE		Voucher Date 08/11/2009	
02-0311	03-5101-445-	OFFICE SUPPLIES	20506	213991	KEY FOR FEMALE TRANSPORT OFFICER	12.53
Printed On Check 004931						Voucher Totals 12.53
Voucher No. 02-5084		Vendor BURLPHARMA	BURLINGTON PHARMACY		Voucher Date 08/11/2009	
02-0311	03-5101-549-	ROUTINE MEDICAL	013782	214005	MEDICATIONS FOR INMATE D MOORE	38.12
Printed On Check 004932						Voucher Totals 38.12
Voucher No. 02-5085		Vendor JUVENILES	KENTUCKY STATE TREASURER		Voucher Date 08/11/2009	
02-0311	03-5102-314-	JUVENILE CONTRACTS WITH OTHER COUNTIE		668533	JUVENILE INMATE HOUSING 22 DAYS @ \$94SEPT-OCT'08	2,068.00
Printed On Check 004933						Voucher Totals 2,068.00
7 Vouchers Printed Totalling						24,784.77

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Pendleton County Fiscal Court  
Voucher Claims Register

L.G.E.A. Fund  
From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5086 Vendor FLEETONE FLEETONE LLC Voucher Date 08/11/2009						
02-0411	04-5135-455-	EM PETROLEUM PRODUCTS	1287516	274302	JULY PETROLEUM PRODUCTS - EM	145.26
		Printed On Check 001219			Voucher Totals	145.26
Voucher No. 02-5067 Vendor MIKEMOORE MIKE MOORE Voucher Date 08/11/2009						
02-0411	04-5135-574-	EOC TRAINING	392	274303	REIMBURSEMENT FOR TRAINING EXPENSES	24.00
		Printed On Check 001222			Voucher Totals	24.00
Voucher No. 02-5088 Vendor SHERIFF FE PENDLETON COUNTY SHERIFF FEE ACCOUNT Voucher Date 08/11/2009						
02-0411	04-5136-441-	HOMELAND SECURITY MACHINERY & EQUIP.		668550	LEEP GRANT BODY ARMOR	480.84
		Printed On Check 001223			Voucher Totals	480.84
3 Vouchers Printed Totalling						650.12

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Pendleton County Fiscal Court  
Voucher Claims Register

Ambulance Fund  
From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No. 02-5089 Vendor TRANS CARE TRANS CARE OF KENTUCKY INC. Voucher Date 08/11/2009						
02-0911	09-5140-303-	AMBULANCE SERVICE	3760	668525	ALS CONTRACT JULY 2009	22,750.00
		Printed On Check 001234			Voucher Totals	22,750.00
Voucher No. 02-5070 Vendor P. HART PHILLIP HART Voucher Date 08/11/2009						
02-0911	09-5140-384-	AMBULANCE QUARTERS RENT		274264	RENT FOR AMBULANCE QUARTERS	450.00
		Printed On Check 001235			Voucher Totals	450.00
Voucher No. 02-5071 Vendor WYATTS WYATTS SUPERVALU Voucher Date 08/11/2009						
02-0911	09-5140-411-	CUSTODIAL SUPPLIES		274260	JANITORIAL SUPPLIES AMBULANCE QRTS	13.05
02-0911	09-5140-411-	CUSTODIAL SUPPLIES		274252	CUSTODIAL SUPPLIES	39.84
		Printed On Check 001236			Voucher Totals	52.89
Voucher No. 02-5072 Vendor MOBILCOM MOBILCOMM INC. Voucher Date 08/11/2009						
02-0911	09-5140-441-	MACHINERY & EQUIPMENT	731047	274267	AUGUST MAINTENANCE CONTRACT AMBULANCE	218.50
		Printed On Check 001237			Voucher Totals	218.50
Voucher No. 02-5073 Vendor FLEETONE FLEETONE LLC Voucher Date 08/11/2009						
02-0911	09-5140-455-	GAS, OIL, ETC	1287517	668540	JULY FUEL AMBULANCE	1,485.87
		Printed On Check 001238			Voucher Totals	1,485.87
Voucher No. 02-5074 Vendor ACE FALMOUTH ACE HARDWARE Voucher Date 08/11/2009						
02-0911	09-5140-411-	CUSTODIAL SUPPLIES	20973	274265	CUSTODIAL SUPPLIES AMBULANCE QRTS	10.89
02-0911	09-5140-499-	OTHER SUPPLIES	20623	279409	BOX FAN	58.99
		Printed On Check 001239			Voucher Totals	70.88
Voucher No. 02-5075 Vendor SCOTT-GRO SCOTT-GROSS COMPANY, INC. Voucher Date 08/11/2009						
02-0911	09-5140-550-	MEDICAL SUPPLIES	2140282	274263	MEDICAL SUPPLIES AMBULANCE	144.85
		Printed On Check 001240			Voucher Totals	144.85
Voucher No. 02-5076 Vendor MOORE MOORE MEDICAL CORP. Voucher Date 08/11/2009						
02-0911	09-5140-550-	MEDICAL SUPPLIES	81064544	274266	DISINFECTANT TOWELETTES	62.95
		Printed On Check 001241			Voucher Totals	62.95
Voucher No. 02-5077 Vendor KLEEN RITE KLEEN RITE Voucher Date 08/11/2009						
02-0911	09-5140-571-	RENEWALS & REPAIRS		274262	CLEANING & WAX FLOORS AMBULANCE QRTS	175.00
		Printed On Check 001242			Voucher Totals	175.00
Voucher No. 02-5078 Vendor NAPA CARSON AUTO & TRACTOR SUPPLY, INC. Voucher Date 08/11/2009						
02-0911	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	615071	274261	MAINTENANCE SUPPLIES AMBULANCE QRTS	32.47
		Printed On Check 001243			Voucher Totals	32.47
Voucher No. 02-5079 Vendor KY MOTOR KENTUCKY MOTOR SERVICE FALMOUTH Voucher Date 08/11/2009						
02-0911	09-5140-592-	MAINTENANCE & REPAIRS - VEHICLES	208371	274253	VEHICLE MAINTENANCE	9.99
		Printed On Check 001244			Voucher Totals	9.99

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Pendleton County Fiscal Court  
Voucher Claims Register

Ambulance Fund  
From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5080	Vendor MCA	MEDICAL CLAIMS ASSISTANCE, INC		Voucher Date	08/11/2009
02-0911	09-9100-398-	OTHER CONTRACTED SERVICES	289442	JULY AMBULANCE BILLINGS 8% COLLECTED		521.63
02-0911	09-9100-398-	OTHER CONTRACTED SERVICES	279442	JULY AMBULANCE BILLINGS 8% COLLECTED		546.85
02-0911	09-9100-398-	OTHER CONTRACTED SERVICES	668375	JULY AMBULANCE BILLINGS 8% COLLECTED		906.38
02-0911	09-9100-398-	OTHER CONTRACTED SERVICES	668524	JULY AMBULANCE BILLINGS 8% COLLECTED		1,106.95
		Printed On Check 001245			Voucher Totals	3,081.82
					12 Vouchers Printed Totalling	26,535.22

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Pendleton County Fiscal Court  
Voucher Claims Register

911 Fund Fund  
From: 08/11/2009 To: 08/11/2009

Batch	Account No.	Account Name	Invoice	P.O. No.	Claim Description	Amount
Voucher No.	02-5081	Vendor SIMPLEX	SIMPLEXGRINNELL		Voucher Date	08/11/2009
02-7511	75-5145-571-	RENEWALS AND REPAIRS	64763277	274304	MAINTENANCE FOR FIRE ALARM SYSTEM EOC	455.70
		Printed On Check 001913			Voucher Totals	455.70
					1 Vouchers Printed Totalling	455.70

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In Re: Closing Remarks

Discussion was held regarding Northern Pendleton Fire Department and Ambulance providing mutual aid to the Pendleton County EMS.

Squire Fogle and Squire Wells voiced concerns over the conditions of several county roads with regards to pot holes, mowing issues, etc. A special called Caucus meeting will be held on Wednesday August 19, 2009 at 7:00 PM for the purpose of discussing these issues with County Road Supervisor, Tim Antrobus.

In Re: Adjournment

Squire Wells made a motion, seconded by Squire Whaley that this meeting be adjourned, to meet again in regular session on August 25, 2009, subject to any called meetings, motion carried.

Henry W. Bertram

ATTEST: \_\_\_\_\_  
Pendleton County Fiscal Court Clerk

